IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3064 OF 2002

Chandraprakash T. Jain ....Plaintiff
V/s.
Pravinmukar H. Jain ....Defendant

Ms.Kavita Shah i/b Mr.A.G. Shah for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 30TH NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the balance price of the goods sold and delivered by the Plaintiff to the Defendant.

2. The Plaintiff has filed the compilation of the original documents. The same is taken on record and marked Exhibit "A" collectively.

3. The goods were sold on the terms and conditions contained in the invoice. There is no dispute that the goods were received.

4. The Defendant has acknowledged the balance in a balance confirmation letter Exhibit "B" to the plaint. By an order dated 28th June, 2005, the

Defendant was granted leave conditional upon the Defendant depositing a sum of Rs.1,05,347/-. The Defendant has failed to comply with the terms and conditions.

5. There is nothing on record that militates against the Plaintiff’s claim in suit. The documents referred to indicates that the liability is in fact admitted. There is no defence to the suit.

6. In the circumstances, the suit is decreed as prayed with costs. However interest after the date of the suit shall be at the rate of 12%p.a.

. Refund as per rules.